



Terms and Conditions

Revised:01/01/2020

1. Acceptance of Terms and Conditions

These general terms and conditions shall apply to every contract of sale & repair service unless otherwise expressly stipulated in writing. The parts referenced will be shipped subject to BUYER's agreement expressed in a formal Purchase Order, and only these Standard Terms and Conditions shall govern the transaction.

2. Limited Warranty for Sale of Parts

A. Coverage and Warranty Period

Skylink, Inc. warrants that, at the time of delivery rotables, repairable and exchange parts, as applicable, will be free from defects in material and workmanship, and is limited to mechanical or electromechanical assemblies that were replaced at time of repair or overhaul, for a period in accordance with the following warranty schedule unless otherwise specified / agreed upon:

Factory New: 12 Months after delivery.

Overhauled: 12 months from tag date (FAA 8130, EASA Form 1, etc.).

Repaired: 6 months from tag date (FAA 8130, EASA Form 1, etc.).

Serviceable or inspected: 30 days from date of invoice.

No other warranties shall be expressed or implied by law or otherwise and no further obligation or liability shall be incurred by this facility by reason of sale or use of any such product. In no event shall this facility be liable for special or consequential damages. Skylink, Inc. shall not be responsible for equipment removal, examination, reinstallation, or transportation.

Skylink, Inc. shall not be obligated hereunder, if examination discloses that such apparent defects are due to tampering, improper handling or use, improper operation or storage, or otherwise not maintained in accordance with the published instructions, or if any attempt is made to repair seemingly defective units. All warranty repairs must be sent to Skylink, Inc.

Electronic components are tested and their function verified at the time of test. There is no way to verify the service life of an electronic component without destroying it. Therefore, it is Skylink, Inc.'s policy to warranty only the electronic components replaced at the time of repair / overhaul.

Warranties for units that have been subjected to misuse, neglect, or

contamination, damaged by accident, rendered defective by improper storage, installation, removal, operation, or maintenance by aircraft or aircraft wiring. Any component received with the warranty seals removed, repair, or alteration at a place other than Skylink, Inc., unless such work was performed with the express written consent of Skylink, Inc., are excluded.

B. Extended Warranty Coverage

Extended warranty coverage can be purchased at time of sale and is to be expressed in the Purchase Order. The extended warranty is to be purchased in intervals of one month, with a 12 month maximum. Additional warranty coverage varies depending on the parts procured and should be discussed with an account manager for pricing.

C. Claims

The claimed defect must be discovered by Customer within the applicable warranty period, and Skylink must receive written notice of such defect at the earliest practicable time after discovery of the defect by Customer, but in no event later than 30 days after expiration of the applicable warranty period. Such claim must include reasonable evidence that the claimed defect is covered by one of the above warranties and if requested by Skylink that such defect did not result from: (i) conditions resulting from normal wear and tear; (ii) conditions resulting from acts or omissions of Customer, and (iii) conditions resulting from failure to properly service and maintain the Part. A written reason for removal from an airline or maintenance facility must be submitted prior to warranty return.

D. Non-Covered Items

If Skylink determines that the Part is not covered by the warranty, BUYER will pay Skylink for the work performed and materials furnished in connection with teardown, investigation, reassembly, and any authorized repair or maintenance services performed, in accordance with Skylink's current charges.

3. Disclaimer

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF SKYLINK AND THE REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, INDEMNITIES, OBLIGATIONS AND LIABILITIES OF SKYLINK AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST SKYLINK, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PARTS, OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT. ANY INDEMNITY

AGAINST ACTUAL OR ALLEGED INFRINGEMENT OR THE LIKE INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SKYLINK; AND (D) ANY OBLIGATION LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT OR PART.

EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES SKYLINK WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY). TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SKYLINK) OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PARTS, OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT OR, ANY INDEMNITY AGAINST ACTUAL OR ALLEGED INFRINGEMENT OR THE LIKE.

4. Quotations

Skylink may revoke quotations that have not expressly been made binding, for a specified period until Skylink has received an unqualified acceptance from the customer. In the absence of statements to the contrary, a quotation shall be deemed to have lapsed thirty (30) days after the date of such quotation. Any agreement on delivery shall only be binding to Skylink when the Buyer has received the written order acknowledgement of Skylink and only on the conditions contained therein. Skylink shall not be liable for any claims, losses or damages of any nature whatsoever, including consequential losses, loss of production, loss of profits or other indirect losses which the Buyer may suffer as a result of any failure, delay or part of imperfect performance in connection with messages, including quotations and/or order confirmations exchanged.

5. Prices

Skylink reserves the right to adjust its prices commensurate with the rise or fall in Skylink's purchase prices or changes in the rate of exchange occurring from the time of quotation till the time of delivery. Except in the case of written agreement to the contrary, Skylink's prices are quoted Ex Works (Skylink's HQ). Freight, insurance and dangerous goods materials and packing costs shall be borne by the Buyer. Skylink's Order minimum is \$50 USD. The goods are supplied in standard packing free of charge. Cost of special packaging required by the Buyer will be charged to the Buyer.

6. Payment

In the absence of agreement to the contrary, payment shall be made within thirty (30) days of the date of invoice, if Skylink has deemed Buyer creditworthy. In the event that the Buyer fails to effect payment punctually, a penalty interest at the rate of 1.5% per month shall be charged from the due date. Payment must be remitted in USD (company check / wire transfer) or paid via VISA or MasterCard. All charges deriving from the transfer are to be fully paid for by the remitter. Skylink reserves the right to charge back any third-party fees to the remitter. *The goods shall remain the property of Skylink until paid for in full.*

7. Delivery

Except in the case of written agreement to the contrary, delivery shall be considered to be Ex Works (Skylink HQ). The Buyer is responsible for insurance and the liability for loss or damage to the products during the shipping process. If delay in delivery is caused by circumstances which under force majeure, shall be considered a case of relief or by any act or omission on the part of the Buyer, the time of delivery shall be extended having regard to the circumstances in the case. The time of delivery shall be extended even if the cause for the delay occurs after the originally agreed time of delivery. Skylink shall be entitled to deliver the goods in one or more consignments. If the Buyer has not informed Skylink of any specific means of transportation, Skylink may, at its sole discretion and at the expense and risk of the Buyer, choose the means of transportation. If the Buyer fails to accept delivery on the agreed date, they shall nevertheless make any payment, which is dependent on delivery as if the goods in question had been delivered. Skylink shall arrange storage at the Buyer's risk and expense. Skylink shall, if required by the Buyer in writing insure the goods at the expense of the Buyer provided always that the Buyer pays the insurance premium in advance.

8. Force Majeure

The following circumstances shall be considered grounds for relief if they impede the performance of the contract or make the performance unreasonable onerous: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, mobilization, or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, defects or delays in deliveries by sub-suppliers and service providers. The party wishing to claim relief shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance it grounds for relief prevent the Buyer from fulfilling his obligations, they shall compensate Skylink for expense incurred in storing, securing and protecting the goods. Notwithstanding other provisions of these general terms and conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is delayed more than six (6) months by reason of any grounds for relief as described above.

9. Goods for Repair

Goods belonging to the Buyer and sent to Skylink for repair shall be subjected to the Buyer's own risk and shall not be covered by Skylink's insurance policies.

10. Return of Goods

Return of already delivered goods shall only be made with the prior written consent of Skylink. Approved returns will be subjected to a restocking charge in force and stated by Skylink at the time of the return approval. Any return of goods shall be on the account and at the risk of the Buyer. Goods returned will be credited the original invoiced amount with deduction of the restocking charge and any special costs borne by Skylink in relation to the returned goods.

11. Inspection and Acceptance

Complaints about any noticeable lack of conformity shall be noticed without undue delay and reported no later than 10 days after delivery. Upon delivery the Buyer is obliged to carry out a thorough examination of the goods supplied. Defects, which should or could reasonably have been detected during such examination, shall not entitle the Buyer to advance a claim against Skylink. The Buyer loses the right to make any claim in respect of defects in the goods supplied if he does not give written notice to Skylink specifying the nature of the defect immediately after he has discovered or should have discovered it within the 10 day time frame. Defects in goods supplied shall not entitle the Buyer to cancel the contract wholly or in part, provided that Skylink sends goods as replacements for the defective good, repairs the defective part, or refunds an amount equal to the amount paid for the part, within a reasonable period of time.

12. Entire Contract

The express terms and conditions contained on the sales order and set forth on any continuation sheets, contain the entire understanding of the parties with respect to the sale of the parts. Any terms and conditions proposed in the BUYER's purchase order which add to, vary from or conflict with the terms and conditions herein are hereby expressly objected to, any may become effective only if accepted by Skylink in writing.

13. Governing Law

This Agreement shall be construed and governed according to the law of the State of Florida. If the BUYER is from a country, which has ratified the 1980 U.N. Convention on Contracts for the International Sale of Goods, the rights and obligations of the parties shall not be governed by such Convention, but shall be governed by the law of the State of Florida.

14. Delivery, Export, Compliance With Laws

All parts purchased by Customer shall be delivered Ex Works (Incoterms 2010) the

Skylink, Inc. facility unless otherwise indicated on the Invoice. The export or re-export of commodities, technology or software from the United States is controlled by United States law which prohibits 1) export to North Korea, Iran, Cuba, Syria or Sudan, or 2) to any other country or end user(s) to which shipments are prohibited unless otherwise authorized by the United States. Commodities, technology or software controlled by United States law must be exported in accordance with the Export Administration Regulations of the Department of Commerce. Should Customer decide to export any part purchased from Skylink, Inc., Customer must verify the proper export classification of the parts and determine if an export license or exception is required by the Export Administration Regulations. Skylink, Inc. in no way accepts responsibility for assigning a classification to Customer's export shipments. Customer agrees to comply fully with the export control laws and regulations of the United States and acknowledges that diversion contrary to United States law is prohibited.